

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 16 May 2006

Division: Growth Management

Bulk Item: Yes X No

Department: Marine Resources

Staff Contact: George Garrett

AGENDA ITEM WORDING:

Amendment to the contract between the County and E Sciences to complete a xeriscape plan for the bicycle path in the U.S. 1 corridor on Big Coppitt.

ITEM BACKGROUND:

There is no termination date for the Contract in question. However, there are delivery dates in the Schedule of Payment which have passed and need to be updated. The contract has run slowly through two hurricane seasons and been delayed by both because FDOT, the principal agency with which the consultant interacts, has been required to realign their responsibilities to manage hurricane recovery effort. There is no change in project scope or in the total amount of the contract.

PREVIOUS RELEVANT BOCC ACTION:

May 2004 – approval of Contract

CONTRACT/AGREEMENT CHANGES:

Time extension

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$63,515

BUDGETED: Yes No

COST TO COUNTY: \$63,515

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes No **AMOUNT Per Month** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:

Ty Symroski, Director of Growth Management

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM NO.:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: E Sciences Contract # _____
 Effective Date: May 19, 2004
 Expiration Date: December 31, 2006
 Contract Purpose/Description:
Amendment to Big Coppitt Stormwater / Xeriscape Engineering Services

 Contract Manager: Garrett 2507 Marine Resources / 11
 (Name) (Ext.) (Department/Stop #)
 for BOCC meeting on 4/19/04 Agenda Deadline: 4/4/06

CONTRACT COSTS

Total Dollar Value of Contract: \$ 63,515 Current Year Portion: \$ 25,265
 Budgeted? Yes ☒ No ☐ Account Codes: ~~148-5100-530340~~ - _____
 Grant: \$ 0 125 - 53014-56062-610300 530340
 County Match: \$ 63,515 _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ NA/yr For: NA
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>B. Norman</u>	<u>4/11/06</u>
Risk Management	<u>4-12-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Sluiter</u>	<u>4-12-06</u>
^{EC} O.M.B./Purchasing	<u>4/12/06</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>F. P...</u>	<u>4-12-06</u>
County Attorney	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>(see attachment)</u>	_____

Comments: _____

Amendment to
CONTRACT FOR SERVICES

THIS CONTRACT AMENDMENT is entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the County, and, E Sciences, Incorporated, 5310 NW 33rd Avenue, Suite 111, Ft. Lauderdale, Florida 33309, hereafter CONTRACTOR.

Section 1. Amend Attachment 2 (Schedule of Payment) of the Contract dated June 16, 2004, between the County and the Contractor to provide engineering services to complete a stormwater/ xeriscape plan for Big Coppitt as provided in the attached document.

Section 2. In all other respects the Contract remains the same.

IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

(SEAL)
Attest:

E SCIENCES, INCORPORATED

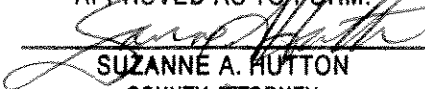
By _____

Title _____

APPROVED AS TO FORM

ATTORNEY'S OFFICE

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:



SUZANNE A. HUTTON
COUNTY ATTORNEY
Date 4/27/06

CONTRACT FOR SERVICES

THIS CONTRACT is entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the County, and, E Sciences, Incorporated, 5310 NW 33rd Avenue, Suite 111, Ft. Lauderdale, Florida 33309, hereafter CONTRACTOR.

Section 1. Scope. The CONTRACTOR and the County, for the consideration named agree to complete work as outlined in Attachment 1 – Detailed Scope of Services.

Section 2. Reporting. In consideration of the services described above, CONTRACTOR agrees to provide monthly reports related to activities described in Task 1 outlined in Attachment 1.

Section 3. Payment. The County will process invoices from CONTRACTOR within 30 days of receipt. Payments will be made based on the Schedule of Payments shown in Attachment 2. Partial payments requests based on a documented percent completion will be accepted and paid for Task 2 and 3.

Section 4. Contract Termination. Either party may terminate this Contract because of the failure of the other party to perform its obligations

under the Contract. If the County terminates this Contract because of the CONTRACTOR's failure to perform, then the County must pay the CONTRACTOR the amount due for all work satisfactorily completed as determined by the County up to the date of the CONTRACTOR's failure to perform but minus any damages the County suffered as a result of the CONTRACTOR's failure to perform. The damage amount must be reduced by the amount saved by the County as a result of the Contract termination. If the amount owed the CONTRACTOR by the County is not enough to compensate the County, then the CONTRACTOR is liable for any additional amount necessary to adequately compensate the County up to the amount of the Contract price.

Section 5. Records. CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not

authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONTRACTOR.

Section 6. Employees Subject to County Ordinance Nos. 010 and 020-

1990. The CONTRACTOR warrants that it has not employed, retained, or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the County, in its discretion, may terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage gift, or consideration paid to the former County officer or employee.

Section 7. Convicted Vendor. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not perform work as a contractor, supplier, subcontractor, or CONTRACTOR under contract with any public entity, and may not transact business with any

public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 8. Insurance. Prior to execution of this agree, the CONTRACTOR shall furnish the County Certificates of insurance indicating the following coverages or in excess thereof:

- Workers Compensation in the amount of statutory limits as specified in Florida Statutes 440.
- Employers Liability with:
 - \$100,000 Bodily Injury by Accident;
 - \$500,000 Bodily Injury by Disease, policy limits; and
 - \$100,000 Bodily Injury by Disease, each employee.
- General Liability (Premises operations, blanket contractual, expanded definition of property damage, products & completed operations, personal injury) with:
 - \$100,000 per Person;
 - \$300,000 per occurrence; and
 - \$50,000 property damage.
- Vehicle Liability with:
 - \$50,000 per Person;

\$100,000 per occurrence; and

\$25,000 property damage or \$100,000 combined single limit.

- Engineers Errors and Omissions Liability with:

\$250,000 per Occurrence; and

\$500,000 Aggregate.

Section 9. Communication Between Parties. All communication between the parties should be through the following individuals or their designees:

Monroe County

George Garrett, Director
Department of Marine Resources
2798 Overseas Highway,
Suite 420
Marathon, FL 33050

CONTRACTOR

Patricia Gertenbach
E Sciences, Incorporated
5310 NW 33rd Avenue
Suite 111
Ft. Lauderdale, Florida 33309

Section 10. Governing Law, Venue, Interpretation, Costs, and Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and CONTRACTOR agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

Section 11. The County and CONTRACTOR agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

Section 12. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 13. Attorney's Fees and Costs. The County and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or

interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

Section 14. Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and CONTRACTOR and their respective legal representatives, successors, and assigns.

Section 15. Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 16. Claims for Federal or State Aid. The CONTRACTOR and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

Section 17. Adjudication of Disputes or Disagreements. The County and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

Section 18. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

Section 19. Nondiscrimination. County and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly

understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or CONTRACTOR agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended,

relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Section 20. Covenant of No Interest. County and CONTRACTOR covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

Section 21. Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 22. No Solicitation/Payment. The County and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 23. Public Access. The County and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and CONTRACTOR in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

Section 24. Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the County and the CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

Section 25. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

Section 26. Legal Obligations and Responsibilities. Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the

extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 27. Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the CONTRACTOR agree that neither the County nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 28. Attestations. CONTRACTOR agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

Section 29. No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 30. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 31. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 32. Indemnify/Hold Harmless. Contractor agrees to indemnify and save County harmless from and against all claims and actions and expenses incidental thereto, arising out of damages or claims for damages resulting from the negligence of Contractor, its agents, or employees while Contractor is completing activities under this Contract. However,

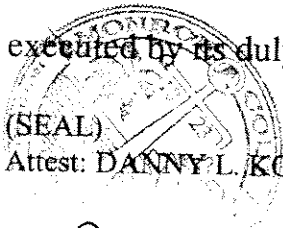
Contractor shall not be liable for any claims, actions or expenses which arise from the negligent or intentional acts or omissions of the County, its agents or employees. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

Section 33. Standard of Care. All Services performed by the CONTRACTOR pursuant to this Agreement shall be subject to the standards, protocols and field procedures developed for each Order and will be performed using that degree of skill and care ordinarily exercised under similar conditions by reputable members of the CONTRACTOR'S profession practicing in the same or similar locality at the time the Services are performed. However, to the extent that project-specific written procedures or specifications are incorporated into an Order, the Services shall be performed in accordance with such procedures or specifications. No other warranty, express or implied, is made or intended.

Section 34. The effective date of this Contract will be upon completion of signature by both parties.

THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.



(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *Daniel C. De Santis*
Deputy Clerk 6-16-04

By *Murray E. Nelson*
Mayor/Chairman

(SEAL)
Resources E Sciences, Incorporated
2798 Overseas Highway,
Suite 420
Marathon, FL 33050

Department of Marine
5310 NW 33rd Avenue
Suite 111
Ft. Lauderdale, Florida 33309

Attest:

ORGANIZATION
ORGANIZATION

By _____
Title _____

By *Peter F. Fenton*
Title President

only
APPROVED AS TO FORM AND
~~LEGAL SUFFICIENCY~~

[Signature]
ATTORNEY'S OFFICE

FILED FOR RECORD
2004 OCT 19 AM 9:51
DANNY L. KOLHAGE
CLERK
MONROE COUNTY, FLA.

ATTACHMENT 1

DETAILED SCOPE OF SERVICES BIG COPPITT STORMWATER/XERISCAPE ENGINEERING SERVICES

DETAILED SCOPE OF SERVICES

BIG COPPITT STORMWATER/XERISCAPE ENGINEERING SERVICES

The purpose of this project is to develop a plan to enhance the Monroe County bike path on Big Coppitt Key by adding xeriscape vegetation and stormwater treatment areas within the existing Florida Department of Transportation (FDOT) right of way (ROW). The bike path is located on the north (Florida Bay) side of US 1. THE CONSULTANT has met and/or spoken with the County and FDOT to obtain information regarding the project location and route; whether the path will be upgraded or replaced; location of existing vegetation; location of critical stormwater treatment areas; and location of access/traffic areas. As a result of these meetings, it appears an expedited schedule to develop plans for this path may be needed to fit FDOT's road improvement schedule. This scope has been developed to allow such an expedited schedule. The following highlights the major portions of the services to be performed:

Task 1: Coordination with the FDOT and Other Applicable Agencies

THE CONSULTANT will act as the coordinator between the FDOT and the County to facilitate the exchange of information to allow incorporation of this project into FDOT's planned road improvement project on Big Coppitt Key. Up to three meetings with FDOT and the County, held either in FDOT's Miami office or a location in the Keys, are included in this task.

The first meeting will be held as soon as possible in order to facilitate the incorporation of the stormwater/xeriscape upgrades with the planned road improvements on Big Coppitt Key. Items to be determined/discussed during this meeting include:

- The FDOT schedule for final design and implementation of the road improvements;
- Requirements by FDOT to allow incorporation of proposed bike path improvements;
- Identifying stormwater treatment already incorporated in the FDOT planned Big Coppitt road improvements;
- Establishing a schedule for FDOT to receive drawings;

- Identifying information needed by FDOT or other agencies, including information with respect to drawings and specifications (ex: level of detail that will be required);
- Identifying impacts to the FDOT budget, and possible County resources to offset costs;
- Identifying FDOT protocols and specifications (ex: distance from road to bike path; width of frontage road; parking allowances) to be incorporated into drawings; and
- Identifying other potential issues that will need to be addressed, such as whether public meetings are advisable.

Subsequent meetings are expected to review plans (ex: 30% and 60%), schedule and project issues.

This task does not include public meetings. If such meetings are warranted, they will be added as a new task.

THE CONSULTANT will also coordinate as necessary with regulatory agencies such as the Florida Department of Environmental Protection and the South Florida Water Management District. Although impacts to wetlands are not anticipated, because portions of the County bike path are located near or adjacent to wetlands, it may be necessary for THE CONSULTANT to coordinate with regulatory agencies. THE CONSULTANT will notify the County prior to contacting regulatory agencies.

This task does not include preparation of permits. Permits are not anticipated due to the fact that the FDOT Big Coppitt Key road improvement project PD&E process is completed. Permits will have been addressed by the FDOT by this time. However, if permits become necessary, permit preparation will be added as a new task.

Deliverables: Monthly progress reports, to include meeting minutes when applicable.

Task 2: Develop Conceptual Drawings

THE CONSULTANT will generate conceptual drawings to be approved by the County. These drawings will provide at a minimum:

- The route of the path - the present FDOT conceptual plans call for a straight path, the conceptual drawings will provide for a winding trail where possible, for example, in locations where sufficient ROW is available;
- Landscaping – areas and type of vegetation will be shown with sufficient detail to allow the County to visualize approximate scale and groupings for aesthetic and practical considerations. Site specific issues (ex. business signage, site triangles) will be analyzed in an inventory study documenting existing vegetation relative to the proposed path and ROW. THE CONSULTANT has previous experience landscaping along the path in this area and is cognizant of the local business issues. The proposed vegetation will incorporate xeriscape techniques and will specify plants native to the Keys. Site specific issues will be analyzed in an inventory study documenting existing vegetation relative to the proposed path and ROW.
- Stormwater treatment areas – proposed locations for stormwater treatment, such as vegetated swales, will be shown. The intent of the plan is to provide, to the extent possible and taking into consideration the limited area available, stormwater treatment areas.

It is assumed that THE CONSULTANT will have access to the existing County Stormwater Master Plan during the development of the conceptual design.

It is also assumed that FDOT will provide THE CONSULTANT with a base map, including survey data, for the areas within their ROW (the footprint of the County's bike path is located within the FDOT ROW). THE CONSULTANT will use the base map to add the conceptual stormwater/xeriscape improvements along the County's bike path. The use of FDOT's base map will facilitate incorporation of the bike path improvements into FDOT's plans. The conceptual plans will take into consideration applicable FDOT specifications, such as distance from the road and acceptable vertical elevations of side slopes. THE CONSULTANT will work closely with FDOT and the County during plan development to expedite the design process.

THE CONSULTANT will provide a draft copy of the conceptual plans to the County and FDOT for their review and comments. Due to time constraints, only one set of comments from the FDOT and the County are planned and included in this scope. If the schedule, to be determined at the initial meeting with FDOT, does not allow the County at least two weeks to review the draft plans, alternate review protocols, such as phased reviews, will be incorporated into the schedule.

THE CONSULTANT will not proceed to Task 3 until receipt of approval from the County for the final conceptual plans.

Deliverables: Draft conceptual drawings submitted to the County and FDOT for comments. Final conceptual drawings incorporating one set of comments to be approved by the County.

Task 3: Design Drawings

THE CONSULTANT will provide design drawings to the FDOT. The design drawings are not intended to be final construction drawings/bid documents. They will be at a level of detail adequate for the FDOT to further develop and incorporate into the Big Coppitt Road Improvement Plan. These drawings will be based on the County comments and design criteria set forth in Task 3 and will provide at a minimum:

- The route of the path – the path geometry will be shown along with some typical sections pertaining to some specific areas along the route. A bike path section will also be provided depicting the thickness and materials used to construct the path.
- Landscape plan – areas and type of vegetation will be shown with sufficient detail to enable a contractor to implement the design. Property lines, edge of road, shoulders, easements and ROW as well as existing and proposed utilities will be shown. Location, size, height and description of all landscape material including name, quantity, quality, spacing and specified size and specification as well as planting details will be provided.
- Stormwater treatment areas – the geometry of the treatment areas will be depicted along with some typical sections showing side slope and depth requirements.

THE CONSULTANT will provide a draft copy of the design drawings to the County and FDOT for their review and comments. Due to time constraints, only one set of comments from the FDOT and the County are planned and included in this scope. If the schedule, to be determined at the initial meeting with FDOT, does not allow the County at least two weeks to review the draft plans, alternate review protocols, such as phased reviews, will be incorporated into the schedule.

THE CONSULTANT assumes no additional survey data will be required to develop the construction drawings. If additional survey data is needed, it will be added as a new task.

Deliverables: Design drawings submitted to the FDOT for incorporation into the FDOT's Big Coppitt Key road improvement plan. The drawings will be provided to the FDOT and the County in both hard copy and electronic format (Autocad Version 2000).

Attachment 2

Project Payment Schedule

Attachment 2 – Schedule of Payment (Amendment 1 – Revised)
Big Coppitt Bike Path

Task Description		Date	Payment
Task 1			
Month 1	Includes		\$6,435.00
	Meeting 1	August 2005	
	Initial meeting with FDOT		
	Initial meeting with agencies		
	Initial coordination with County		
Month 2	Includes		
	Continued coordination among team, County, FDOT, and agencies, project management, quality assurance	September 2005	\$4,240.00
Month 3	Includes		\$3,945.00
	Meeting 2	March 2006	
	Continued coordination among team, County, FDOT, and agencies, project management, quality assurance		
Month 4	Includes		\$1,890.00
	Continued coordination among team, County, FDOT, and agencies, project management, quality assurance	May 2006	
Month 5	Includes		\$3,545.00
	Meeting 3	July 2006	
	Continued coordination among team, County, FDOT, and agencies, project management, quality assurance		
Month 6	Includes		\$1,490
	Continued coordination among team, County, FDOT, and agencies, project management, quality assurance	August 2006	
Month 7	Includes		\$3,720
	Project closeout	September 2006	
	Continued coordination among team, County, FDOT, and agencies, project management, quality assurance		
Task 2.	Conceptual Plans		
	Draft Plans	October 2006	\$11,780.00
	Final plans with comments incorporated***	November 2006	\$5,050.00
Task 3.	Design Plans		
	Draft Plans	November 2006	\$18,200.00
	Final plans with comments incorporated***	December 2006	\$3,220.00
Total			\$63,515.00
** Based on June 1 start date; based on when we received comments			
*** Date on Final plans is contingent upon receiving comments back within 2 weeks			

Attachment 3
Insurance Certificates

From: E SCIENCES INC

4074819627

04/12/2006 21:51

#035 P.001/002

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID AM EBCIS-1	DATE MM/DD/YYYY 11/05/05
PRODUCER Walker Ins. & Encl. Svcs., Inc P.O. Box 532115 Orlando FL 32853-2115 Phone: 407-849-1988 Fax: 407-849-1972		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED E Sciences, Incorporated Stillwater/E Sciences, JV 228 Hughley Avenue Orlando FL 32801		INSURERS AFFORDING COVERAGE INSURER A: Hartford Casualty Ins. Co. INSURER B: Hartford Underwriters Inc. Co. INSURER C: Gulf Underwriters Insurance Co. INSURER D: INSURER E:	
		N/A/C #	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJE <input checked="" type="checkbox"/> LOC	21 SBA KV1515	10/03/05	10/03/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMMOD AGG \$2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	21 UEC UV8411	10/03/05	10/03/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	21 SBA KV1515	10/03/05	10/03/06	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE VENDOR/REMIER EXCLUDED? YES, LIST HERE NO, ALL PROVISIONS BELOW	21 WEC DZ3971	10/03/05	10/03/06	<input checked="" type="checkbox"/> WC STAT-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
Pollution Liab. Professional Liab.	GU2839074 GU2839074	10/12/02 10/12/02	10/12/05 10/12/05	Each Occ. \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Monroe County Board of County Commissioners is an Additional Insured as respects General Liability only with regard to plans to enhance the Monroe County Bike Path on Big Coppitt Key by adding Keriscape vegetation and stormwater treatment areas.

CERTIFICATE HOLDER

CANCELLATION

MONROE1 Monroe County Board of County Commissioners Attn: Ali Trivette 2798 Overseas Highway, #400 Marathon FL 33050	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Angela McCreary</i>
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ACORD 25 (2001/08)

ACORD 25 (2001/08)

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.